83-910

No._____

IN THE

Supreme Court of the United States

October Term, 1983

GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS, LOCAL 249,
Petitioner,

vs.

PENNSYLVANIA TRUCK LINES,
Respondent.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT AND APPENDICES

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Questions Presented

I. Whether the decision of the Third Circuit is proper insofar as it affirms the District Court's use of testimony from an *ex parte* hearing to issue an injunction under the Norris-LaGuardia Act.

II. Whether the decision of the Third Circuit is in conflict with this Court's holding in *Buffalo Forge Co. v. United Steelworkers of America, AFL-CIO*, 428 U.S. 397 (1976).

a. Whether a trial court can, upon initial application by a party, issue a Boys Markets injunction when it is presented with a conflict between a no-strike clause and an express exemption from a no-strike clause relative to the question of what it was the work stoppage was "over."

b. Whether a trial court can, upon initial application by a party, issue a Boys Markets injunction when it is presented with a conflict between a no-strike clause and an issue of contract termination relative to the question of what it was the work stoppage was "over."

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General Teamsters, Chauffeurs and Helpers Local Union No. 249, associated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, prays that a Writ of Certiorari issue to review the decision of the United States Court of Appeals for the Third Circuit, a petition for rehearing on that case being denied on September 9, 1983, in which the Third Circuit affirmed the decision of the United States District Court for the Western District of Pennsylvania, made November 19, 1982, which granted Respondent's request for a permanent injunction.

Opinions Below

On September 9, 1983, the United States Court of Appeals for the Third Circuit denied the present petitioner's request for a rehearing. Appendix "A". Petitioner herein had requested a rehearing from the Third Circuit's Judgment Order dated August 12, 1983. Appendix "B". The Judgment Order was issued without an opinion. The Third Circuit's Opinion, No. 82-5789, affirmed the decision of the Federal District Court for the Western District of Pennsylvania, C.A. No. 82-1326 (W.D. Pa. Nov. 19, 1982). Appendix "C".

Jurisdiction

On September 9, 1983, the United States Court of Appeals for the Third Circuit denied the petitioner's request for a rehearing in No. 82-5789. Jurisdiction for certiorari in this Court is invoked pursuant to 28 U.S.C. §1254(1).

Statutes Involved

Act of March 23, 1932, C.90 §7, 47 Stat. 71, 29 U.S.C. §107:

> "No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute, as herein defined, except after hearing the testimony of witnesses in open court (with opportunity for cross-examination) in support of the allegations of a complaint made under oath, and testimony in opposition thereto, if offered, and except after findings of fact by the court, to the effect—
>
> (a) That unlawful acts have been threatened and will be committed unless restrained or have been committed and will be continued unless restrained,

but no injunction or temporary restraining order shall be issued on account of any threat or unlawful act excepting against the person or persons, association, or organization making the threat or committing the unlawful act or actually authorizing or ratifying the same after actual knowledge thereof;

(b) That substantial and irreparable injury to complainant's property will follow;

(c) That as to each item of relief granted greater injury will be inflicted upon complainant by the denial of relief than will be inflicted upon defendants by the granting of relief;

(d) That complainant has no adequate remedy at law; and

(e) That the public officers charged with the duty to protect complainant's property are unable or unwilling to furnish adequate protection.

Such hearing shall be held after due and personal notice thereof has been given, in such manner as the court shall direct, to all known persons against whom relief is sought, and also to the chief of those public officials of the county and city within which the unlawful acts have been threatened or committed charged with the duty to protect complainant's property: Provided, however, That if a complainant shall also allege that, unless a temporary restraining order shall be issued without notice, a substantial and irreparable injury to complainant's property will be unavoidable, such a temporary restraining order may be issued upon testimony under oath, sufficient, if sustained, to justify the court in issuing a temporary injunction upon a hearing after notice. Such a temporary restraining order shall be effective for no longer than five days and shall become void at the expiration of said five days. No temporary

restraining order or temporary injunction shall be issued except on condition that complainant shall first file an undertaking with adequate security in an amount to be fixed by the court sufficient to recompense those enjoined for any loss, expense, or damage caused by the improvident or erroneous issuance of such order or injunction, including all reasonable costs (together with a reasonable attorney's fee) and expense of defense against the order or against the granting of any injunctive relief sought in the same proceeding and subsequently denied by the court.

The undertaking herein mentioned shall be understood to signify an agreement entered into by the complainant and the surety upon which a decree may be rendered in the same suit or proceeding against said complainant and surety, upon a hearing to assess damages of which hearing complainant and surety shall have reasonable notice, the said complainant and surety submitting themselves to the jurisdiction of the court for that purpose. But nothing herein contained shall deprive any party having a claim or cause of action under or upon such undertaking from electing to pursue his ordinary remedy by suit at law or in equity."

Act of June 23, 1947, C. 120, Title III, §301(a), 61 Stat. 156, *as amended*, 29 U.S.C. §185(a):

"(a) Venue, amount, and citizenship. Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this Act, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties."

Statement of the Case and the Facts Material to the Consideration of the Question Presented Herein

a. Statement of the Case

Respondent, Pennsylvania Truck Lines, Inc. (hereinafter referred to as "PTL"), filed the instant action in the United States District Court for the Western District of Pennsylvania against Appellants, General Teamsters, Chauffeurs & Helpers, Local Union No. 249, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (hereinafter referred to as "Local 249" or "Union"), under Section 301 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §185, seeking enforcement of a collective bargaining agreement (hereinafter referred to as "Agreement"), and requesting both injunctive relief and damages.

On July 9, 1982, at an *ex parte* hearing before the Honorable Alan N. Bloch, Federal District Judge for the Western District of Pennsylvania, PTL petitioned for and was granted a temporary restraining order. Jurisdiction was based upon §301(a) of the Labor-Management Relations Act, as amended, 29 U.S.C. §185. The case was docketed at Civil Action No. 82-1326. Subsequently, on November 19, 1982, upon PTL's request for a preliminary or permanent injunction, Judge Bloch issued Findings of Fact, Conclusions of Law and a Judgment Order for a permanent injunction. On November 30, 1982, Judge Bloch denied a motion filed by PTL requesting that the District Court enter a judgment for damages based on the Judgment Order of November 19, 1982. Judge Bloch ordered that the matter of damages be settled by arbitration.

Local 249 filed an appeal from the Judgment Order of November 19, 1982, to the United States Court of Appeals for the Third Circuit. This appeal was docketed at No. 82-5789. PTL filed an appeal from the District Court's denial of its motion to include damages in the Order for an injunction of November 19, 1982, to the United States Court of Appeals for the Third Circuit. PTL's appeal was docketed at No. 82-5826. On August 12, 1983, the Third Circuit denied both appeals and affirmed the Orders of Judge Bloch. On September 8, 1982, and September 9, 1982, the Third Circuit denied motions, of PTL and Local 249, respectively, for rehearing. This Petition for a Writ of Certiorari from the Judgment Order of the Third Circuit of case No. 82-5789 (Appeal of the Union) is now respectfully submitted.

b. Facts

PTL, a corporation organized under the laws of Pennsylvania, is engaged in interstate transportation and has a place of operation in Pittsburgh, Pennsylvania. The Union, Local 249, is a labor organization and collective bargaining agent for the drivers employed by PTL. Throughout the United States, many Teamster locals and many trucking employer concerns are signatories to a national collective bargaining agreement called the National Master Freight Agreement ("NMFA"). The NMFA, by its terms (Article 2), allows the contracting parties to enter into Supplemental Agreements. The Supplemental Agreements usually involve a collective agreement between an employers association and a number of Teamster locals in one geographical area (organized into "Joint Councils"). The contracting parties of a supplemental agreement are, by definition, also signatory parties to the NMFA. At the

same time, however, the existence of a labor agreement between a Teamster local and an employer trucking concern does not always mean that the labor agreement exists by virtue of the NMFA. For example, if the employer is not a member of an employer association which is a signatory to the NMFA, its labor agreement necessarily is not a contract which has legal effect due to the NMFA. PTL is not a member of any employer association which is a signatory to either the NMFA or to the Supplemental Agreement which covers the geographical area in which Local 249 is located.

The Agreement between Local 249 and PTL was a labor contract which was negotiated independently of the negotiation process which resulted in the NMFA. Thus, despite extrinsic circumstances, *i.e.*, the fact that many trucking companies and their employees are specific parties to the NMFA, the Agreement between PTL and Local 249 exists as an independent labor contract between one employer and one labor organization. The parties to the Agreement did choose, as may be expected, to incorporate by reference many of the terms of the NMFA and the regional Supplemental Agreement (Teamsters Joint Council No. 40). In this manner, much of the litigation in this action was over language that is found in the NMFA and which was incorporated into the Agreement.

By letter dated October 2, 1981, Local 249 gave 60 days notice to PTL of the Union's desire to revise or change the terms or conditions of their Agreement. No negotiations for revisions or changes occurred between Local 249 and PTL despite Local 249's request for meetings following its letter of October 2, 1981. On or about June 1, 1982, Local 249 learned that PTL was

attempting to negotiate a collective agreement with the Eastern Conference of Teamsters. Because of the nature of the Agreement, *i.e.*, its independence from the NMFA, and because Local 249 is the exclusive bargaining agent for PTL's drivers, Local 249 communicated to PTL its strenuous objections to negotiations being conducted with a party other than the Union. A tentative collective agreement which was negotiated by PTL and the Eastern Conference of Teamsters was presented to the Union's bargaining unit employees. On or about June 22, 1982, the tentative agreement was rejected. This tentative agreement, an *entire* new agreement, as opposed to merely the revisions and changes in the Agreement requested by Local 249, raised the spectre of possible termination of the existing Agreement. On July 8, 1982, in light of the letter of October 2, 1981, and in light of PTL's refusal to discuss revisions and changes in the Agreement with the Union, Local 249 exercised its right to strike.

REASONS FOR GRANTING THE WRIT

I. The decision of the Third Circuit insofar as it affirms the District Court's use of testimony from an *ex parte* hearing to issue an injunction under the Norris-LaGuardia Act §§1 to 15, Act of March 23, 1932, as amended, 29 U.S.C. §§101 *et seq.*, is in conflict with decisions of other Federal Courts of Appeal.

With the context of the facts, as set forth above, petitioner recognizes that the District Court's Finding of Fact No. 29[1] would allow the issuance of a Boys Markets injunction. That Finding of Fact, however, as a matter of law, cannot be allowed to stand. In the absence of Finding of Fact No. 29, the lower decisions lack a finding of what it was the work stoppage was "over", and, an injunction could not have issued. *Boys Markets v. Retail Clerks Union*, 398 U.S. 235, 90 S.Ct. 1583, 26 L.Ed.2d 199 (1970); *Buffalo Forge Co. v. United Steelworkers of America, AFL-CIO*, 428 U.S. 397, 96 S.Ct. 3141, 49 L.Ed.2d 1022 (1976).

In the entire record of the proceedings below, there is only one express reference that the work stoppage was triggered by a dispute over seniority. That reference, testimony by the employer's Director of Labor Relations, occurred during a hearing, held on July 9, 1982, in which the employer was seeking a temporary restraining order. Although counsel for petitioner was physically present at the hearing, the Union had at that time not been served with notice of the suit and counsel for petitioner did not enter his appearance on behalf of petitioner. Counsel for petitioner was there as an observer and took no part in the proceedings conducted on that day.

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[1] "The work stoppage occurred as a result of a dispute over the seniority status of one of defendant's members who was employed by plaintiff." Appendix "C" at p. 10a.

Section 7 of the Norris-LaGuardia Act, 29 U.S.C. §107, contains the following:

> "No court of the United States shall have jurisdiction to issue a temporary or permanent injunction in any case involving or growing out of a labor dispute . . . except after hearing the testimony of witnesses in open court (*with opportunity for cross examination*) in support of the allegations of a complaint made under oath . . . ." (Emphasis added).

Petitioner does not contest the District Court's ability to issue an *ex parte* temporary restraining order. At the same time, however, the Union submits that it was a violation of §7 of the Norris-LaGuardia Act to use evidence (testimony of what precipitated the strike) from an *ex parte* hearing in order to issue a Boys Markets injunction. That is, because the testimony that a seniority dispute caused the strike was not subject to cross examination it cannot be used in a hearing which is conducted to determine the propriety of a Boys Markets injunction.

Several Courts of Appeal have held that an action instituted pursuant to a jurisdictional grant of §301 of the National Labor Relations Act, 29 U.S.C. §185, is to be accorded the full procedural protections of §7 of the Norris-LaGuardia Act. *Detroit Newspaper Publisher's Association v. Detroit Typographical Union*, 471 F.2d 872 (6th Cir. 1972), *cert. denied*, 411 U.S. 967 (1973); *Hoh v. Pepsico, Inc.*, 491 F.2d 556 (2d Cir. 1974); *Amalgamated Transit Union v. Greyhound Lines*, 529 F.2d 1073, *vacated and remanded*, 429 U.S. 837, *reversed on other grounds*, 550 F.2d 1237 (9th Cir. 1977), *cert. denied*, 434 U.S. 837 (1977). Moreover, decisions of the Third Circuit have held that the procedural provisions of §7 of the Norris-LaGuardia Act are applicable in a §301

labor suit. *The Celotex Corporation v. Oil, Chemical & Atomic Workers International Union, AFL-CIO,* 516 F.2d 242 (3d Cir. 1975), *citing, United States Steel Corp. v. United Mine Workers of America,* 456 F.2d 483 (3d Cir. 1972), *cert. denied,* 408 U.S. 923. The Seventh Circuit has ruled on this issue, as has the Second, Third, Sixth and Ninth Circuits, and instead has appeared content to determine the applicability of §7 procedural safeguards to §301 labor actions on case-by-case basis. *Associated General Contractors v. Illinois Conference of Teamsters,* 486 F.2d 972 (7th Cir. 1973); *Local Lodge No. 1266, International Assoc. of Machinists and Aerospace Workers, AFL-CIO,* 668 F.2d 276 (7th Cir. 1981).

The Union submits that the hearing for the permanent injunction lacks any indication, any testimony or any documentation that the strike was "over" a seniority dispute. The evidence that the strike was "over" seniority is found only in the hearing conducted on July 9, 1982. That hearing was conducted *ex parte*; the Union did not have an opportunity to cross examine the witness. Certiorari should be granted for the purpose of deciding the extent to which the procedural safeguards of §7 of the Norris-LaGuardia Act are to be followed in an action brought under §301 of the National Labor Relations Act. Alternatively, certiorari should be granted for the purpose of also deciding the extent to which a trial court can use evidence from an *ex parte* proceeding to support the issuance of a Boys Markets injunction.

II. The decision of the Third Circuit in this is in conflict with this Court's holding in *Buffalo Forge Co. v. United States Steelworkers of America, AFL-CIO*, 428 U.S. 397 (1976).

a. The Conflict Between The Contract's No-Strike Provision And The Exclusions From The No-Strike Provisions Mandate Application Of The Holding In *Buffalo Forge Company*.

After this Court's decision in *Boys Markets, Inc. v. Retail Clerks Union*, 398 U.S. 235, 90 S.Ct. 1583, 26 L.Ed.2d 199 (1970), a conflict arose among the Courts of Appeal on the question of whether a Boys Markets injunction could issue when the strike was not over a grievance which was arbitrable.[2] In *Buffalo Forge Co.*, this Court resolved that conflict by holding that an injunction may not issue when the strike was "over" a dispute which was not "even remotely subject to the arbitration provisions of the contract." 428 U.S. at 407. In the recent decision of *Jacksonville Bulk Terminals, Inc. v. International Longshoreman's Association*, _____ U.S. _____, 102 S.Ct. 2673, 73 L.Ed.2d 327 (1982), this Court stated that "the Boys Markets exception does not apply when only the question whether the strike violates the no-strike pledge, and not the dispute that precipitated the strike, is arbitrable under the parties' collective bargaining agreement". _____ U.S. at _____, 102 S.Ct. at 2679 (footnote omitted). The Union submits that the decision of the District Court in this case, affirmed without an opinion by the Third Circuit, must be vacated for its failure to treat or address this case as one which involved only the question of whether the strike violated the no-strike pledge of the Agreement.

The arbitration clause of the Agreement reads:

> It was agreed that any grievance arising between the employees and the Employer shall first be

[2] The conflict is illustrated in the cases listed in footnote number 9 of the *Buffalo Forge* decision. 428 U.S. at 404.

adjusted, if possible, between the Union and the Employer without any unnecessary delay. In the event, however, that the Employer and the Union are unable to properly adjust such grievance, same shall be referred to arbitration. The Employer and/or Union shall request a panel of arbitrators from the Federal Mediation and Conciliation Service and within seventy-two (72) hours after receipt of same, shall arrange to alternately eliminate names from the list (the grieving party removing the first name) until such time as only one name remains. That person shall be designated to hear the grievance and his decision shall be final and binding upon all parties. The decision of the arbitrator shall be rendered within thirty (30) days after the hearing on the alleged grievance has been concluded. Arbitrator's fees and costs shall be split by the parties. The Arbitrator in hearing the facts has no authority to add to, delete from and/or modify the Agreement.

Discharges, suspensions and seniority questions will be subject to be heard before an arbitrator.

Interpretations and other items questioned under the contract will be referred to the normal grievance committee, *i.e.*, Joint Council 40 and/or Eastern Conference, etc.

The Agreement's no-strike clause is at Article 8, §2 of the NMFA:

Section 2. Work Stoppages. (a) The parties agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, except as specifically provided in other Articles of the National Master Freight Agreement, no work stoppage, slowdown, walkout or lockout shall be deemed to be permitted or authorized by this Agreement. . . .

As described in the facts above, the Agreement consisted of an independent contract which, by its terms, incorporated language of the NMFA and the Supplemental Agreement of Teamsters Joint Council No. 40. By virtue of the incorporating language, the whole of Article 39 of the NMFA became part of the Agreement. Article 39 reads:

> ARTICLE 39. Duration. Section 1. The Agreement shall be in full force and effect from April 1, 1979, to and including March 31, 1982, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.
>
> Section 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, *either party may serve upon the other a notice at least sixty (60) days prior to March 31, 1982 or March 31st of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.*
>
> Section 3. Revisions agreed upon or ordered shall be effective as of April 1, 1982 or April 1st of any subsequent contract year. *The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree therein.*
>
> Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

> IN WITNESS WHEREOF the parties hereto have set their hands and seals this tenth day of April, 1979, to be effective as of April 1, 1979, except as to those areas where it has been otherwise agreed between the parties. (Emphasis added).

In the record, which is before this Court and which was before both the District Court and the Third Circuit, is a letter[3] by which the Union notified PTL of its desire to negotiate revisions in the Agreement. That letter, by self-proclamation and by satisfying the mandate of Article 39, §2, notified PTL of the Union's desire to change the terms and conditions of the Agreement. Upon satisfying the terms of Article 39, §2, the subsequent section, insofar as it deals with the contracting parties course of negotiating the revisions, becomes operable. Specifically, in Article 39, §3 is a sentence which reads: "The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein." This sentence allows "legal or economic recourse" to support their "requests". Documents which were before both of the lower courts illustrated that immediately prior to the work stoppage, PTL was negotiating with parties other than Local 249. The Union was unable to meet with PTL and negotiate its request for revisions in the Agreement.

In the context of *Buffalo Forge Co.*, Article 39, §3, expressly excludes from the scope of the Agreement's arbitrable disputes, a work stoppage which is over the Union's requests for revisions. Courts in several circuits have been faced with cases, as were the lower courts here, which centered upon a collective bargaining agreement which contains express reservations to the labor organization of a right to strike. *Matson Plastering*

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[3] The letter is reproduced at Appendix "D".

Co., Inc. v. Operative Plasterers and Cement Masons International Association, AFL-CIO, Plasterers Local No. 295, 633 F.2d 1307 (9th Cir. 1980), *cert. denied*, _____ U.S. _____, 102 S.Ct. 94 (1981); *Waller Brothers Stone Co. v. United Steelworkers*, 620 F.2d 132 (6th Cir. 1980); *Maiers Motor Freight Co. v. Teamsters Truck Drivers, Local Union No. 299*, 113 LRRM 2822 (E.D. Mich. 1982). Cases such as these fit within the rule of the *Buffalo Forge Co.* decision.

There is a distinction in the cases which involve express reservations to a union of a right to strike. The distinction lies in the fact that these are cases which arguably *are* remotely subject to an arbitration clause. *Cf., Buffalo Forge Co.*, 428 U.S. at 407. It is not, however, subject to arbitration because the underlying dispute to the work stoppage is arbitrable. *Boys Markets v. Retail Clerks Union.* Here, the issue exists as to whether the work stoppage was "over" an arbitrable dispute or whether it was protected by the Agreement's allowance of "all legal and economic recourse" under Article 39 of the NMFA. In this manner, the resolution of the issue becomes an exercise in synthesizing the tension between two (or possibly more) provisions of a labor agreement. This is the essence of a practice of labor contract interpretation which is uniquely within the province of an arbitrator. *United Steelworkers of America v. Enterprise Wheel and Car Corporation*, 363 U.S. 593, 599, 80 S.Ct. 1358, 1362 (1960). In *Buffalo Forge Co.*, Justice White, speaking for the Court, made clear that the Boys Markets injunction is not to be used by courts as a vehicle to usurp the function of an arbitrator:

> But the parties' agreement to adjust or to arbitrate their differences themselves would be eviscerated if the courts for all practical purposes were to try and decide contractual disputes at the preliminary injunction stage.
>
> The dissent suggests that injunctions should be authorized in cases such as this at least where the violation, in the court's view, is clear and the court is sufficiently sure that the parties seeking the injunction will win before the arbitrator, but this would still involve hearings, findings, and judicial interpretations of collective-bargaining contracts. It is incredible to believe that the courts would always view the facts and the contract as the arbitrator would; and it is difficult to believe that the arbitrator would not be heavily influenced or wholly preempted by judicial views of the facts and the meaning of contracts if this procedure is to be permitted. Injunctions against strikes, even temporary injunctions, very often permanently settle the issue; and in other contexts time and expense would be discouraging factors to the losing party in court in considering whether to relitigate the issue before the arbitrator. 428 U.S. at 412.

In *Matson Plastering Co.*, where the Ninth Circuit was similarly faced with a claim by a union under the labor agreement's reservation of a right to strike in limited circumstances, it was held:

> The Union argues that the work stoppage did not violate the collective bargaining agreement's no-strike clause because of an express exception reserving the right to strike for non-payment of such contributions. The Employer counters with arguments why the work stoppage did violate the no-strike clause.
>
> Thus, as in *Buffalo Forge*, the Union and Employer are in dispute over whether the Union's strike action

> is barred by the no-strike clause of their bargaining agreement. *Buffalo Forge* makes clear, we think, that this question of contract interpretation was not within the district court's jurisdiction to consider. The only issue the district court could address in the case at hand is the preliminary one of whether the parties are bound, under their bargaining agreement, to submit to arbitration the question of the strike's legitimacy. Equally true under *Buffalo Forge* is that where it is not clear that the strike is over an arbitrable issue and is in violation of a no strike clause, the district court has no jurisdiction to enjoin strike activity pending the arbitrator's decision. Only if the arbitrator determined that the no-strike clause barred the strike would the *Boys Markets* exception permit an injunction against continued strike activity. 633 F.2d at 1309.

The District Court in *Maiers Motor Freight Co.*, was of the same opinion as the Ninth Circuit:

> A review of the authorities in this and other circuits leads me to conclude that in a situation such as this, where there have been express and literal reservations of the right to strike by the union, unless it clearly appears to this court that the dispute which underlies the strike is subject to a no-strike obligation, a Boys Markets injunction should not issue. *Waller Brothers Stone Co. v. United Steelworkers*, 620 F.2d at 137; *Matson Plastering Co. v. Local 295*, 633 F.2d 1307, 106 LRRM 2129, 2131 (9th Cir. 1980) *cert. denied*, 102 S.Ct. 94, 108 LRRM 2559 (1981). I cannot resolve the pivotal question of whether this dispute is 'over' an issue subject to the no-strike clause, ... Such a determination would necessarily involve an interpretation of the contract by this court in connection with the issuance of an injunction, a practice which is forbidden under Buffalo Forge. 113 LRRM at 2825.

Each of these courts recognized that *Buffalo Forge Co.* would preclude the issuance of a Boys Markets injunction. *Accord, Waller Bros. Stone Company*, 620 F.2d at 137.[4]

The present case is a proper one for this Court to decide the issue. Under the *Buffalo Forge Co.* case a district court would, upon application of one of the parties, still determine what precipitated the work stoppage, *i.e.*, what it was that the strike was "over". 428 U.S. at 407. The Union would submit that the standard which a trial court need meet to determine what the strike is "over" is part and parcel of the issue submitted for certiorari and is thus subject to precise definition by this Court. While in *Matson Plastering Co.*, the Ninth Circuit did not address the question of a standard by which a trial is to decide what a strike was "over", in *Waller Brothers Stone Co.*, the Sixth Circuit stated, "a *Boys Markets* injunction should not issue unless it clearly appears ... that the dispute which underlies the strike is subject to a no-strike obligation". 620 F.2d at 137. The District Court below made no explanation as to how it determined that the work stoppage was "over" an issue of seniority. Moreover, the trial court below did not take into account the existence of an express provision which grants the Union a right to strike before it reached its decision on what it was that the strike was "over". In light of the Union's right to strike, and in light of the Union having satisfied all pre-requisites (under Article 39) upon which the right to strike was contingent, the failure of the courts below to consider even the existence of the contractual tension allows this Court to address the Buffalo Forge issue presented herein.

[4] To this extent the Union submits that the Third Circuit's decision in this case is in conflict with decisions of federal courts of appeal in two other circuits.

Alternatively, of course, this second issue can be treated as being predicated upon the first issue of this Petition. That is, if this Court would determine that §7 of the Norris-LaGuardia Act precludes use of testimony from an *ex parte* hearing, then the lower court's opinion in this case would be without any determination whatsoever of what it was the strike was "over".

Petitioner herein is not asking that *Buffalo Forge Co.* be reconsidered. A District Court will, as it will in all applications for a Boys Markets injunction, first determine what triggered the work stoppage. *Delaware Coca-Cola Bottling Co. v. General Teamsters Local Union 326*, 624 F.2d 1182 (3d Cir. 1980). If the strike is "over" an arbitrable dispute, an injunction may issue. If the strike is "over" a non-arbitrable dispute, an injunction can not issue. *Buffalo Forge Company*. Now, under the scheme proffered by this Petition, if the strike is "over" a dispute which arises pursuant to an express exception to the contract's no-strike clause, a Boys Markets injunction cannot issue. This latter statement is an express part of the *Buffalo Forge Co.* decision.[4] The distinction in this case, that the trial court was presented with a bona fide conflict between the no-strike exception and the no-strike clause, places this case within *Buffalo Forge Co.* and not within the narrow exception to the Norris-LaGuardia Act created by *Boys Markets v. Retail Clerks Union*. This type of distinction was anticiputed by this Court in *Buffalo Forge Company*. Early in the

[4] "Thus, had the contract not contained a no-strike clause *or had the clause expressly excluded sympathy strikes*, there would have been no possible basis for implying from the existence of an arbitration clause a promise not to strike that could have been violated by the sympathy strike in this case." 428 U.S. at 408 (citation omitted) (emphasis added).

decision the Court theorized that an employer's remedy to a union's work stoppage will not be defined only in terms of a Boys Markets injunction. *Buffalo Forge Company* contains the following scenario:

> Each of the contracts between the parties also has an arbitration clause broad enough to reach not only disputes between the Union and the employer about other provisions in the contracts but also as to the meaning and application of the no-strike clause itself. Whether the sympathy strike the Union called violated the no-strike clause, and the appropriate remedies if it did, are subject to the agreed-upon dispute settlement procedures of the contracts and are ultimately issues for the arbitrator. (citations omitted). The employer thus was entitled to invoke the arbitral process to determine the legality of the sympathy strike and to obtain a court order requiring the Union to arbitrate if the Union refused to do so. *Gateway Coal Co. v. Mine Workers*, 414 U.S. 368, 38 L.Ed.2d 583, 94 S.Ct. 629 (1974). Furthermore, were the issue arbitrated and the strike found illegal, the relevant federal statutes as construed in our cases would permit an injunction to enforce the arbitral decision. *Steelworkers v. Enterprise Corp.* 363 U.S. 593 (1960). 428 U.S. at 405.

A trial court initially presented with an application for a Boys Markets injunction is not limited to either the holding of *Boys Markets* or *Buffalo Forge Company*. In the fact situation such as that which is found in the instant case, a trial court is required to first send the case to arbitration for determination of whether the no-strike clause or the exception thereto is controlling. *Matson Plastering Co., Waller Brothers Stone Company*. Only after an arbitrator has rendered its decision may a trial court entertain the question of an injunction to enforce the arbitrator's decision. *Id., Buffalo Forge Co.*, 428 U.S. at 405.

b. The Conflict Between The No-Strike Provision And The Existing Issue Of Contract Termination Mandate Application Of The Holding In *Buffalo Forge Company*.

The preceding (IIa) is an argument for certiorari to decide that the holding of *Buffalo Forge Co.* is applicable in the present case to preclude, upon initial application, the issuance of a Boys Markets injunction when the trial court is presented with a conflict between a no-strike clause and an express exemption from a no-strike clause relative to the question of what it was the work stoppage was "over". The following is essentially premised upon the same scheme but applies different facts. That is, a trial court is precluded, upon initial application, from issuing a Boys Markets injunction when presented with a conflict between a no-strike clause and a question of the termination of a collective agreement. The common theme between these two parts (IIa, IIb) is whether an injunction may initially issue when there is a conflict between a no-strike directive and an express grant of the right to economic recourse either by the labor contract itself (an exemption to the no-strike provision) or by law (termination of a contract).

The Union repeatedly argued below that the work stoppage was lawful because the Agreement had terminated. The argument was based upon the somewhat unique stature of the Agreement insofar as Local 249 and PTL were not parties to the National Master Freight Agreement but had incorporated some of the language the NMFA into its own terms.[6]

[6] The incorporating language reads: "This Rider is supplemental to and becomes part of Teamsters Joint Council No. 40 Freight Division Local Cartage (hereinafter referred to as the Local Agreement) and the National Master Freight Agreement (hereinafter referred to as the National Agreement) for the period commencing April 1, 1979 and shall prevail over the specific terms of that Agreement only to the extent subsequently provided herein."

Where a contract contains a broadly phrased arbitration clause, the question of whether a contract did in fact terminate is susceptible to a ruling by an arbitrator and not by a court of law. *Local 4, International Brotherhood of Electrical Workers v. Radio Thirteen-Eighty, Inc.*, 469 F.2d 610 (8th Cir. 1972); *Rockdale Village, Inc. v. Public Service Employees Union, Local No. 80, International Brotherhood of Teamsters*, 605 F.2d 1290 (2d Cir. 1979); *California Trucking Association v. Brotherhood of Teamsters and Auto Truck Drivers, Local 70*, 679 F.2d 1275 (9th Cir. 1981). *See, International Union of Operating Engineers, Local 150, AFL-CIO v. Flair Builders, Inc.*, 406 U.S. 487, 92 S.Ct. 1710, 32 L.Ed.2d 248 (1972) (merits of equitable defense of laches, in context of broadly phrased arbitration clause, was to be decided by arbitrator and not by court of law); *Controlled Sanitation Corp. v. District 128 of the International Assoc. of Machinists and Aerospace Workers, AFL-CIO*, 524 F.2d 1324 (3d Cir. 1975), *cert. denied*, 424 U.S. 915 (1976) (adopting the rule of *Flair Builders*). The issue of contract termination thus being susceptible to resolution by an arbitrator, an injunction may not be able to issue without first consigning the question of contract termination to an arbitrator. If the arbitrator found the contract to be in effect, only then, arguably, could an injunction be issued. *Buffalo Forge Co.*, 428 U.S. at 405.

Conclusion

Certiorari should be granted in this case to resolve the extent and the effect of incorporation of the procedural requirements of Section 7 of the Norris-LaGuardia Act to an action instituted pursuant to §301 of the Labor Management Relations Act.

Certiorari should also be granted in this case to determine the applicability of *Buffalo Forge Co.* to the present case. Specifically, where upon application to a court for a Boys Markets injunction, it must first be determined whether the contract or labor law tenets in general, create a conflict between a no-strike provision or of an express grant to a union of a right to strike. Where the conflict is observed to exist, the resolution must be consigned to an arbitrator. It would be delegated to an arbitrator not because the dispute which precipitated the strike is arbitrable, but because resolution of the conflict is a problem of contract interpretation. Only after an arbitrator has rendered his or her decision may a court take up the issue of the propriety of an injunction.

ERNEST B. ORSATTI
JUBELIRER, PASS & INTRIERI, P.C.
Attorneys for Petitioner
Teamsters Local 249

APPENDIX "A"

Sur Petition for Rehearing

UNITED STATES COURT OF APPEALS

For the Third Circuit

No. 82-5789

PENNSYLVANIA TRUCK LINES, INC.,

vs.

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 249 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,

Appellant.

(W.D. Pa. Civil No. 82-01326).

Present: SEITZ, *Chief Judge*, and ALDISERT, ADAMS, GIBBONS, HUNTER, WEIS, GARTH, HIGGINBOTHAM, SLOVITER and BECKER, *Circuit Judges*, and RE, *Chief Judge.**

The petition for rehearing filed by appellant in the above entitled case having been submitted to the judges who participated in the decision of this court and to all

* Honorable Edward D. Re, Chief Judge of the United States Court of International Trade, sitting by designation.

the other available circuit judges of the circuit in regular active service, and no judge who concurred in the decision having asked for rehearing, and a majority of the circuit judges of the circuit in regular active service not having voted for rehearing by the court *in banc*, the petition for rehearing is denied.

BY THE COURT,

ALDISERT
Circuit Judge

Dated: Sep 9 1983

APPENDIX "B"

Judgment Order

UNITED STATES COURT OF APPEALS

For the Third Circuit

No. 82-5789

PENNSYLVANIA TRUCK LINES, INC.,

vs.

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 249 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA,

Appellant.

Appeal from the United States District Court
for the Western District of Pennsylvania
(Pittsburgh)
(D.C. Civil No. 82-01326)
District Judge: Honorable Alan N. Bloch

Argued
August 9, 1983
Before: ALDISERT and WEIS, *Circuit Judges*,
and RE, *Chief Judge.**

---

* Honorable Edward D. Re, Chief Judge of the United States Court of International Trade, sitting by designation.

Appendix "B"—Judgment Order.

After consideration of all contentions raised by appellant and for the reasons set forth in the district court opinion by the Honorable Alan N. Bloch, *Pennsylvania Truck Lines, Inc. v. General Teamsters,* Civ. No. 82-1326 (W.D.Pa. Nov. 19, 1982), *reprinted in* app. at 583a-587a; and determining that the district court's finding of fact No. 29 was not clearly erroneous; it is

ADJUDGED AND ORDERED that the judgment of the district court enjoining further work stoppages by appellant and refusing award of damages to appellee be and is hereby affirmed. The injunction shall remain in effect until the dispute is settled by arbitration.

Costs taxed against appellant.

BY THE COURT,

ALDISERT
Circuit Judge

Attest:

SALLY MRVOS
Sally Mrvos, Clerk

Dated: Aug 12 1983

Certified as a true copy and issued in lieu of a formal mandate on September 18, 1983.

Test: COPY

SALLY MRVOS
Clerk, U.S. Court of Appeals
for the Third Circuit

APPENDIX "C"

Findings of Fact and Conclusions of Law

IN THE UNITED STATES DISTRICT COURT

For the Western District of Pennsylvania

Civil Action No. 82-1326

PENNSYLVANIA TRUCK LINES, INC.,
Plaintiff,

vs.

GENERAL TEAMSTERS, CHAUFFEURS, AND HELPERS LOCAL UNION NO. 249, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA,
Defendant.

FINDINGS OF FACT

1. Plaintiff, Pennsylvania Truck Lines, Inc., is a corporation organized under the laws of Pennsylvania.

2. Defendant, General Teamsters, Chauffeurs and Helpers Local Union No. 249, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, is a labor organization.

3. Plaintiff is engaged in interstate transportation by motor vehicle; more specifically, plaintiff is engaged in the ramping and deramping of trailers and containers and transporting them to and from rail yards of Consolidated Rail Corporation (hereinafter referred to as

"Conrail"), and also provides such services for the United States Postal Service depots which are served by Conrail through the United States. The plaintiff has a place of operation in Pittsburgh, Pennsylvania.

4. Defendant is the collective bargaining agent for the drivers and mechanics employed by plaintiff.

5. The National Master Freight Agreement (hereinafter referred to as "NMFA"), for the period April 1, 1979 to March 31, 1982, is a multi-employer/multi-union collective bargaining agreement which covers over-the-road and local cartage employees of private, common, contract and local cartage carriers.

6. Employers and local unions sometimes enter into supplemental rider agreements to the NMFA. Plaintiff and defendant entered into such a rider agreement on February 29, 1980, which covered the period April 1, 1979, through March 31, 1982. The agreement stated that the rider was intended to supplement and become a part of the NMFA and to prevail over the terms of the NMFA only to the extent provided in the rider agreement.

7. There was no successor agreement between plaintiff and defendant at the time the rider agreement expired on March 31, 1982. The plaintiff and defendant did subsequently enter into a new agreement for the mechanic employees employed by plaintiff and represented by defendant, but there is no successor agreement with regard to the driver employees.

8. The defendant is attempting to negotiate a new agreement on behalf of its driver members who are employed by plaintiff.

Appendix "C"—Findings of Fact and Conclusions of Law.

9. The rider agreement makes no provision for work stoppages.

10. Article 8, Section 2(a) of the NMFA specifically prohibits work stoppage, slowdown, walkout, or lockout, except as follows: (1) when there is a failure to comply with a duly adopted majority decision of a grievance committee established by the NMFA or supplemental agreement; (2) when there is a National Grievance Committee deadlock of a grievance rendered pursuant to the grievance procedures of the NMFA: (3) when there is a failure to make health and welfare and pension benefits in the manner required by the applicable supplemental agreement; and (4) when there is a refusal to pay the negotiated hourly and mileage increases provided by the NMFA, supplements, and riders thereto.

11. Article 39, Section 1, of the NMFA provides that the NMFA shall be in effect from April 1, 1979, to and including March 31, 1982, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

12. The section of the NMFA dealing with work stoppages, Article 8, Section 2, specifically provides, at Section 2(b), that the provisions of the NMFA regarding work stoppages shall continue to apply during that period of time between the expiration of the agreement and the conclusion of the negotiations or the effective date of the successor agreement, whichever occurs later.

13. On July 8, 1982, some members of the defendant union, who were employed by plaintiff, engaged in a

work stoppage by picketing both gates at the Prebble Street terminal of Conrail at Pittsburgh, Pennsylvania. Present on the picket line on that date was John R. Clemens, business agent for the defendant.

14. On July 9, 1982, this Court entered a temporary restraining order (hereinafter referred to as "TRO"), enjoining the defendant and all persons acting in aid of or in concert with it from:

(a) directly or indirectly engaging in a strike against the plaintiff in violation of the rider agreement and NMFA between the plaintiff and the defendant;

(b) inciting, counselling, inducing or ordering any of the employees of plaintiff to refuse to perform their duties as directed by the plaintiff;

(c) advising, encouraging, inducing or permitting in any way the abrogation or breach of the agreement annexed to the complaint; and

(d) picketing or patrolling any of the plaintiff's terminals, and interfering with or impeding ingress to, and egress from, plaintiff's terminals.

15. Copies of the Court's order were served upon several members of the defendant on July 9, 1982, as they picketed at the Prebble Street terminal.

16. A copy of this court's order was also served upon the defendant by handing it to its clerk/receptionist on July 12, 1982.

17. Upon receipt of the Court's order, the president of defendant, Charles Byrnes, called the Prebble Street terminal and talked with a union member and advised him to cease picketing.

Appendix "C"—Findings of Fact and Conclusions of Law.

18. Despite the Court's order and despite Mr. Byrnes' efforts, picketing continued on July 13, 1982.

19. On July 13, 1982, upon learning that picketing continued at the Prebble Street terminal, Mr. Byrnes asked the defendant's business agent, Mr. Clemens, to take steps to have the picketing cease.

20. Mr. Clemens thereafter visited the cite of the picketing on July 13, 1982, and advised the picketers to cease picketing.

21. Despite Mr. Clemens' efforts, the picketing continued on July 14, 1982.

22. Mr. Clemens again visited the site of the picketing on July 14, 1982, and again advised the picketers to cease picketing.

23. On July 14, 1982, as plaintiff's dispatcher/supervisor, Augustine Fasone, left the Prebble Street terminal, Harold Mudd, a picketing member of defendant, threw a rock at Fasone's car and hit him with a brick.

24. Despite Mr. Clemens' efforts, picketing continued on July 15, 1982.

25. When President Byrnes learned that picketing continued on July 15, 1982, he asked Mr. Clemens to arrange a meeting of the picketers at the office of the defendant's attorney, Joseph Pass.

26. After the meeting, the pickets were removed.

27. Some of the members of the defendant, who participated in the picketing subsequent to this Court's order, were James Mudd, Harvey Mudd, John Wineland, John Greb, and Harvey Hill.

28. On July 12, 1982, all members of defendant who had previously participated in picketing were terminated from the employment by the plaintiff.

29. The work stoppage occurred as a result of a dispute over the seniority status of one of defendant's members who was employed by plaintiff.

30. As a result of the strike and work stoppage of July 8, 1982, through July 15, 1982, plaintiff suffered the following damages: (1) $136,000.00 for drayage for trailers diverted from Pittsburgh to other rail terminals and thereafter trucked to Pittsburgh; (2) $1,260,000.00 annually for 2,500 to 2,600 loads of business permanently lost; (3) $90,000.00 in annual contributions to the company for revenue that exceeds expenses in excess of operational costs; (4) $16,500.00 for overtime pay to Conrail policemen during the strike; and (5) $5,000.00 in additional business expenses.

31. The defendant did not serve upon plaintiff a sixty (60) day notice of intent or desire to cancel the NMFA, pursuant to Article 39, Section 1, of the NMFA.

32. The defendant did not give plaintiff a seventy-two (72) hour prior written notice of authorization to strike, pursuant to Article 8, Section 2(a) of the NMFA.

CONCLUSIONS OF LAW

1. This Court has jurisdiction pursuant to §301(a) of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §185(a).

2. The NMFA was made a part of the agreement between the plaintiff and defendant for the period April 1, 1979, through March 31, 1982, by reference in the rider agreement.

3. The NMFA controlled the issue of work stoppage.

4. The plaintiff and defendant were bound by the terms of the NMFA after the expiration date of March 31, 1979, and during the renegotiation period, pursuant to Article 39, Section 1, and Article 8, Section 2(b), of the NMFA.

5. The NMFA specifically prohibits, under Article 8, Section 2(a) of the NMFA, work stoppages such as the one that occurred at the Prebble Street terminal on July 8, 1982, through July 15, 1982.

6. The work stoppage of July 8, 1982, through July 15, 1982, was unlawful.

7. The Court continues the TRO on a permanent basis; that is, defendant and all persons acting in aid or of in concert with defendant, are permanently enjoined from:

(a) directly or indirectly engaging in a strike against the plaintiff in violation of the NMFA;

(b) inciting, counseling, inducing or ordering any of the employees of plaintiff to refuse to perform their duties as directed by the plaintiff;

(c) advising, encouraging, inducing or permitting in any way the abrogation or breach of the rider agreement and the NMFA; and

(d) picketing or patrolling any of the plaintiff's terminals, and interfering with or impeding ingress to, and egress from, plaintiff's terminals.

Date: 11/19/82

ALAN N. BLOCH
United States District Judge

cc: Counsel of Record.

Appendix "C"—Findings of Fact and Conclusions of Law.

IN THE UNITED STATES DISTRICT COURT

For the Western District of Pennsylvania

Civil Action No. 82-1326

PENNSYLVANIA TRUCK LINES, INC.,

Plaintiff,

vs.

GENERAL TEAMSTERS, CHAUFFEURS, AND HELPERS LOCAL UNION NO. 249, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA,

Defendant.

JUDGMENT ORDER

AND NOW, this 19th day of November, 1982, after hearing on plaintiff's complaint for injunctive relief held on October 5, 1982,

IT IS HEREBY ORDERED that defendants are permanently enjoined from:

(a) directly or indirectly engaging in a strike against the plaintiff in violation of the National Master Freight Agreement;

(b) inciting, counseling, inducing or ordering any of the employees of plaintiff to refuse to perform their duties as directed by the plaintiff:

(c) advising, encouraging, inducing or permitting in any way the abrogation or breach of the rider agreement and the National Master Freight Agreement; and

(d) picketing or patrolling any of the plaintiff's terminals, and interfering with or impeding ingress to, and egress from, plaintiff's terminals.

ALAN N. BLOCH
United States District Judge

cc: Herbert Burstein, Esquire
One World Trade Center, Room 2373,
New York, NY 10048.

Samuel W. Braver, Esquire
57th Floor, U.S. Steel Building, Pittsburgh, PA 15219.

Joseph Pass, Esquire
219 Ft. Pitt Boulevard, Pittsburgh, PA 15222.

GENERAL TEAMSTERS, CHAUFFEURS AND HELPERS

Officers:
CHARLES M. BYRNES
President
NICHOLAS A. SANSOTTA
Vice President
THOMAS R. JOHNSTON
Recording Secretary

Trustees:
JOHN C. BAUER
TERENCE J. MAHONEY
ROBERT A. KRLCEK, JR.

Local Union 249

WILLIAM M. CHERILLA, *Secretary-Treasurer*

4701 BUTLER STREET · PITTSBURGH, PA. 15201
PHONE: (412) 682-3700

Business Agents:
WILLIAM C. MILLER
JOHN F. RITTER
WILLIAM A. GRAMC
FRANK CAPUTO
JOHN R. CLEMENS
WILLIAM M. BARKER

REGISTERED MAIL NO.236 091 881
RETURN RECEIPT REQUESTED
OCTOBER 2, 1981

Pennsylvania Truck Lines
2700 Preble Avenue
Pittsburgh, PA. 15233

Gentlemen:

YOU ARE HEREBY NOTIFIED that the Teamsters National Freight Industry Negotiating Committee and the undersigned LOCAL UNION, as bargaining agents for the involved employees, desire to revise or change terms or condition of the NATIONAL MASTER FREIGHT AGREEMENT and all AREA, REGIONAL and LOCAL SUPPLEMENTS, ADDENDA, APPENDICES or RIDERS thereto for the next contract period as provided in Article 39, Section 2, thereof.

YOU ARE FURTHER NOTIFIED that this notice applies to whatever separate agreement we may have with your company covering FREIGHT GARAGE and FREIGHT OFFICE employees.

If you will not be represented in such negotiations by an Employer Association and desire individual notice of the time and place of future negotiating meetings, please advise this office and the office of the Eastern Conference.

We enclose herewith a copy of Article XII, Section 14, and Article XVI, Section 4, of the Constitution of the International Brotherhood of Teamsters so that you may be informed of the requirements for entering into a binding agreement.

Very truly yours,

TEAMSTERS LOCAL UNION NO. 249,
affiliated with the EASTERN CONFERENCE
OF TEAMSTERS and the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

By _____
Secretary-Treasurer
Local Union 249

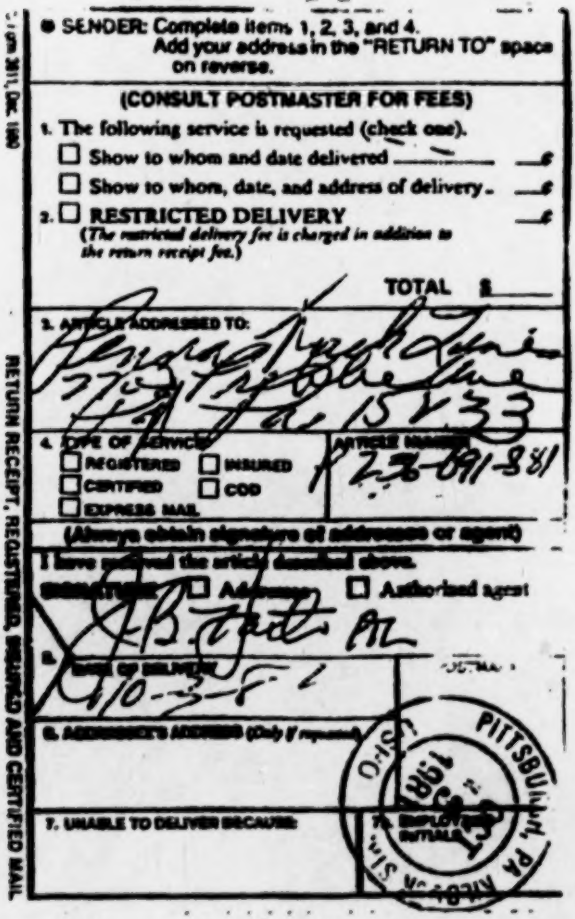
Enclosure

Appendix "D"

Affiliated with THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

15a
APPENDIX "D"
Letter

Appendix "D"—Letter.



● SENDER: Complete items 1, 2, 3, and 4.
Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).
☐ Show to whom and date delivered ____ ¢
☐ Show to whom, date, and address of delivery ____ ¢
2. ☐ RESTRICTED DELIVERY ____ ¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $ ____

3. ARTICLE ADDRESSED TO:

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☐ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
P 236 091 881

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

5. DATE OF DELIVERY

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

8. EMPLOYEE'S INITIALS

PITTSBURGH PA
1982

Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL